

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

1 Lien Avoidance

Last revised: December 1, 2017

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**In Re: **Rogério M Andre**Case No.: **16-11668**Judge: **CMG**

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS - AMENDED☐ Original☒ Modified/Notice RequiredDate: 12/22/2017☐ Motions Included☐ Modified/No Notice RequiredTHE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.☒ DOES ☐ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.Initial Debtor(s)' Attorney HIMInitial Debtor: RMA

Initial Co-Debtor _____

Part 1: Payment and Length of Plan

- a. The debtor shall pay 717.00 Monthly to the Chapter 13 Trustee, starting on 1/1/2018 for approximately 14 months.
- b. The debtor shall make plan payments to the Trustee from the following sources:
- ☒ Future Earnings
- ☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property
Description:
Proposed date for completion: _____

☐ Refinance of real property:
Description:
Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:
Description:
Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection

☒ NONE

a. Adequate protection payments will be made in the amount of \$_____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$_____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Harvey I. Marcus 21758	Attorney Fees	per court order

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
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f. Secured Claims Unaffected by the Plan ☐ NONE

The following secured claims are unaffected by the Plan:

Creditor

Shellpoint Mortgage Servicing (permanent mortgage modification) Trustee to stop all disbursements of mortgage arrearages.

g. Secured Claims to be Paid in Full Through the Plan ☒ NONE

Creditor	Collateral	Total Amount to be Paid through the Plan
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Part 5: Unsecured Claims ☐ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$___ to be distributed *pro rata*
- ☐ Not less than ___ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
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Part 7: Motions ☐ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. **Motion to Avoid Liens under 11 U.S.C. Section 522(f).** ☒ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☐
NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
The Bank Of New York Mellon as Trustee	Collateral 41 Sunset Avenue, Old Bridge, NJ 08857-1268	51,803.00	\$365,000.00	400,916.61	no value	all

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) **Other Administrative Claims**
- 3) **Secured Claims**
- 4) **Priority Claims**
- 5) **Lease Arrearages**
- 6) **General Unsecured Claims**

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification **NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 12/15/2017.

Explain below **why** the plan is being modified:

eliminate mortgage cure

Explain below **how** the plan is being modified:

Part 4a eliminate mortgage cure.

Are Schedules I and J being filed simultaneously with this Modified Plan? ☒ Yes ☐ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are void.

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

I certify under penalty of perjury that the plan contains no non-standard provisions other than those set forth in this final paragraph.

Date December 22, 2017

/s/ Harvey I. Marcus

Harvey I. Marcus 21758

Attorney for the Debtor

Date: December 22, 2017

/s/ Rogerio M Andre

Rogerio M Andre

Debtor

Date: _____

Joint Debtor

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

Date December 22, 2017

/s/ Harvey I. Marcus

Harvey I. Marcus 21758

Attorney for the Debtor

I certify under penalty of perjury that the above is true.

Date: December 22, 2017

/s/ Rogerio M Andre

Rogerio M Andre

Debtor

Date: _____

Joint Debtor

Imaged Certificate of Notice Page 7 of 8

United States Bankruptcy Court
District of New JerseyIn re:
Rogerio M Andre
DebtorCase No. 16-11668-CMG
Chapter 13**CERTIFICATE OF NOTICE**

District/off: 0312-3

User: admin
Form ID: pdf901Page 1 of 2
Total Noticed: 52

Date Rcvd: Dec 27, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 29, 2017.

db Rogerio M Andre, 41 Sunset Ave, Old Bridge, NJ 08857-1268
cr +DITECH FINANCIAL, LLC, Phelan Hallinan & Schmieg, PC, 400 Fellowship Road, Suite 100, Mt. Laurel, NJ 08054-3437

lm Grenn Tree/Ditech, Po Box 6154, Rapid City, SD 57709-6154
cr +THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YO, c/o Koury Tighe Lapres Bisulca & Sommers, 1423 Tilton Rd, Suite 9, Northfield, NJ 08225-1857

515972173 +Amex Dsnb, 9111 Duke Blvd, Mason, OH 45040-8999
515972174 +BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238
(address filed with court: Bank of America, P.O. Box 982236, El Paso, TX 79998)

515972175 Bank of America, 4060 Ogletown/Stanton Rd, Newark, DE 19713
516196847 +Cavalry Spv I, LLC, Bass & Associates, P.C., 3936 E. Ft. Lowell Road, Suite #200, Tucson, AZ 85712-1083

515972177 +Citibank / Sears, Po Box 6497, Sioux Falls, SD 57117-6497
515972176 +Citibank / Sears, Citicorp Credit Services/Attn: Centraliz, Po Box 790040, Saint Louis, MO 63179-0040

515972179 +Citibank/The Home Depot, Po Box 6497, Sioux Falls, SD 57117-6497
515972178 +Citibank/The Home Depot, Citicorp Credit Svcs/Centralized Bankrup, Po Box 790040, Saint Louis, MO 63179-0040

516195184 Department Store National Bank, c/o Quantum3 Group LLC, PO Box 657, Kirkland, WA 98083-0657

515972183 +Dsnb Macys, Po Box 8218, Mason, OH 45040-8218
515972182 +Dsnb Macys, Macys Bankruptcy Department, Po Box 8053, Mason, OH 45040-8053
515972187 +Hsbc/ymaha, Po Box 30253, Salt Lake City, UT 84130-0253
515972186 +Hsbc/ymaha, Attn: Bankruptcy, Po Box 5264, Carol Stream, IL 60197-5264
515972189 +Kay Jewelers/Sterling Jewelers Inc., Sterling Jewelers Inc; Attn: Bankruptcy, Po Box 1799, Akron, OH 44309-1799

516366345 MTGLQ Investors, L.P, c/o Shellpoint Mortgage Serving, PO Box 10826, Greenville, SC 29603-0826

515972192 +Nationwide Acceptance, 450 American St, Simi Valley, CA 93065-6285
515972193 +Phelan Hallinan Diamond & Jones, PC, 400 Fellowship Rd, Ste 100, Mount Laurel, NJ 08054-3437

516187620 +Pinnacle Credit Services, LLC its successors and, assigns as assignee of Cellco, Partnership d/b/a Verizon Wireless, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587

515972198 State of New Jersey, PO Box 245, Trenton, NJ 08602-0245
516798665 +Synchrony Bank formerly known as, GE Capital Retail Bank, 170 West Election Road, Suite 125, Draper, UT 84020-6425

516692174 +The Bank of New York Mellon as Trustee c/o, Frenkel Lambert Weis LLP, 80 Main Street, Suite 460, West Orange, NJ 07052-5414

515972206 +Tnb-Visa (TV) / Target, Po Box 673, Minneapolis, MN 55440-0673
515972205 +Tnb-Visa (TV) / Target, C/O Financial & Retail Services, Mailstop BV P.O.Box 9475, Minneapolis, MN 55440-9475

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
smg E-mail/Text: usan.j.njbankr@usdoj.gov Dec 27 2017 22:34:01 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpreion03.ne.ecf@usdoj.gov Dec 27 2017 22:33:59 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235

lm +E-mail/Text: cowens@nationwideacceptance.com Dec 27 2017 22:34:22 Nationwide Acceptance, 105 Decker Court, Suite 725, Irving, TX 75062-2815

515972181 E-mail/Text: mrdiscen@discover.com Dec 27 2017 22:33:06 Discover Financial, Po Box 15316, Wilmington, DE 19850

515990924 E-mail/Text: mrdiscen@discover.com Dec 27 2017 22:33:06 Discover Bank, Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025

515972180 +E-mail/Text: mrdiscen@discover.com Dec 27 2017 22:33:06 Discover Financial, Attention: Bankruptcy Department, Po Box 3025, New Albany, OH 43054-3025

516198138 E-mail/Text: bankruptcy.bnc@ditech.com Dec 27 2017 22:33:50 Ditech Financial LLC, f/k/a Green Tree Servicing LLC, P.O. Box 6154, Rapid City, SD 57709-6154

515972184 +E-mail/PDF: gecsed@recoverycorp.com Dec 27 2017 22:37:24 GE Capital Bank, 901 Main Ave, Norwalk, CT 06851-1168

515972185 E-mail/Text: bankruptcy.bnc@ditech.com Dec 27 2017 22:33:50 Green Tree Servicing, Attention: Bankruptcy Dept, Po Box 6154, Rapid City, SD 57709

515972188 +E-mail/Text: cio.bncmail@irs.gov Dec 27 2017 22:33:41 Internal Revenue Service, Centralized Insolvency Operation, PO Box 7346, Philadelphia, PA 19101-7346

515972190 +E-mail/Text: BKRMailOPS@weltman.com Dec 27 2017 22:33:52 Kay Jewelers/Sterling Jewelers Inc., 375 Ghent Rd, Fairlawn, OH 44333-4601

516103467 +E-mail/Text: bankruptcydpt@mcsmc.com Dec 27 2017 22:33:59 Midland Funding LLC, PO Box 2011, Warren MI 48090-2011

515972191 +E-mail/Text: cowens@nationwideacceptance.com Dec 27 2017 22:34:22 Nationwide Acceptance, 105 Decker Ct. Suite 725, Irving, TX 75062-2815

516196570 E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Dec 27 2017 22:47:54 Portfolio Recovery Associates, LLC, c/o Sears Gold Mastercard, POB 41067, Norfolk VA 23541

District/off: 0312-3

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 52

Date Rcvd: Dec 27, 2017

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center (continued)

515972194 +E-mail/PDF: resurgentbknotifications@resurgent.com Dec 27 2017 22:47:17
Pinnacle Credit Service, Attn: Bankruptcy, Po Box 640, Hopkins, MN 55343-0640
515972195 +E-mail/PDF: resurgentbknotifications@resurgent.com Dec 27 2017 22:47:36
Pinnacle Credit Service, Po Box 640, Hopkins, MN 55343-0640
515972196 +E-mail/PDF: gecsedirecoverycorp.com Dec 27 2017 22:37:10 Sams Club / GEMB,
Attention: Bankruptcy Department, Po Box 103104, Roswell, GA 30076-9104
515972197 +E-mail/PDF: gecsedirecoverycorp.com Dec 27 2017 22:47:14 Sams Club / GEMB, Po Box 965005,
Orlando, FL 32896-5005
515972199 +E-mail/PDF: gecsedirecoverycorp.com Dec 27 2017 22:37:10 Synch/toysrusdc,
Attn: Bankruptcy, Po Box 103104, Roswell, GA 30076-9104
515972200 +E-mail/PDF: gecsedirecoverycorp.com Dec 27 2017 22:47:14 Synch/toysrusdc, Po Box 965005,
Orlando, FL 32896-5005
515972202 +E-mail/PDF: gecsedirecoverycorp.com Dec 27 2017 22:36:56 Synchrony Bank/ Old Navy,
Po Box 965005, Orlando, FL 32896-5005
515972201 +E-mail/PDF: gecsedirecoverycorp.com Dec 27 2017 22:37:24 Synchrony Bank/ Old Navy,
Attention: GEMB, Po Box 103104, Roswell, GA 30076-9104
515972203 +E-mail/PDF: gecsedirecoverycorp.com Dec 27 2017 22:47:13 Synchrony Bank/Gap,
Attn: Bankruptcy, Po Box 103104, Roswell, GA 30076-9104
515972204 +E-mail/PDF: gecsedirecoverycorp.com Dec 27 2017 22:37:24 Synchrony Bank/Gap,
Po Box 965005, Orlando, FL 32896-5005
516167940 +E-mail/Text: bncmail@w-legal.com Dec 27 2017 22:34:08 TD Bank USA, N.A.,
C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132
TOTAL: 25

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 29, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 23, 2017 at the address(es) listed below:

Albert Russo on behalf of Trustee Albert Russo docs@russotrustee.com
Albert Russo docs@russotrustee.com
Alexandra T. Garcia on behalf of Creditor Ditech Financial LLC, as authorized servicer for
Fannie Mae, as owner and holder of account/contract originated by BANK OF AMERICA
NJECFMAIL@mwc-law.com
Andrew L. Spivack on behalf of Creditor DITECH FINANCIAL, LLC nj.bkecf@fedphe.com
Denise E. Carlon on behalf of Creditor MTGLQ INVESTORS, L.P. dcarlon@kmlawgroup.com,
bkgroup@kmlawgroup.com
Harvey I. Marcus on behalf of Debtor Rogerio M Andre him@lawmarcus.com
Sean M. O'Brien on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,
AS THE TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN
ASSET-BACKED CERTIFICATES, SERIES 2006-S2 sobrien@flwlaw.com

TOTAL: 7